

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

WELLS FARGO BANK NA, AS
TRUSTEE, FOR THE BENEFIT OF
THE CERTIFICATEHOLDERS OF
THE REPERFORMING LOAN
REMIC TRUST CERTIFICATES,
SERIES 2002-1 AND/OR MERS

Plaintiff

v.

GILBERTO MARTÍNEZ RODRÍQUEZ
LYDIA ESTHER QUIÑONES AGOSTO,
and the Conjugal Partnership
constituted among them

Defendant

Civil No. 04-2416 (JAG)

Foreclosure of Mortgage (In Rem)
Collection of Monies

DEFAULT JUDGMENT

Upon plaintiffs application for judgment, and it appearing from the records of the above entitled cause that default was entered by the Clerk of this Court against defendant for its failure to plead or file an answer to the complaint, or otherwise appear in the above cause, against which defendant plaintiff is entitled to a judgment by default, and the Court being fully advised of the facts,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The mortgage constituted by defendant by deed number 169, before Notary Public Mario A. Quiles Rosado, at San Juan, Puerto Rico, on March 27, 1996 securing a mortgage note payable to the order of E.M.I Equity Mortgage, Inc., further negotiated or endorsed to the order of plaintiff, is a valid and subsisting mortgage and constitutes a lien prior to the estate or interest of defendant in the above cause, on the mortgaged premises, as described in paragraph seventh of the complaint on file in the above cause, to wit:

---URBANA: PROPIEDAD HORIZONTAL: Apartamento residencial de forma irregular localizado en la Tercera Planta del Bloque "V" del CONDOMINIO PLAZA DEL PARQUE, situado en la Carretera Estatal #848, a la altura del Kilómetro #4, en el Barrio Las Cuevas de Trujillo Alto, Puerto Rico el cual se describe en la Escritura Matriz de dedicación al Regimen de Propiedad Horizontal con el número, área y colindancias que se relacionan a continuación: Apartamento Número W GUION SEIS (W-6). Área del Apartamento: 998.81 pies cuadrados, equivalentes a 92.79 metros cuadrados. En lindes: por el NORTE, con tendencia al Este, en 21'10", equivalentes a 6.65 metros, con vista hacia facilidades comunales del Condominio y pared exterior que separa el Condominio de la Carretera Estatal #848, por el SUR, con tendencias al Oeste, en 10'10-1/2", con espacio exterior visto desde el balcón hacia la parte interior del Condominio; por el OESTE, con tendencia al Norte, en 35'5", equivalentes a 10.79 metros, con pared medianera que lo separa del Apartamento W-5 y además en 17'0", equivalentes a 5.18 metros, con el área de escalera, pasillo de acceso. El inmueble antes descrito consta de un área de balcón, sala-comedor, tres habitaciones dormitorios, cocina, dos baños, uno de estos destinado para el uso exclusivo de la habitación principal. La puerta de entrada al apartamento está situada en su lindero Oeste, con tendencia al Sur.

---Inscrita al Folio 171 del Tomo 562 de Trujillo Alto. Registro de la Propiedad de Puerto Rico, sección cuarta de San Juan. Finca 27,630.

2. Defendant, as debtor under the said note and as present owner of the land and buildings hereinbefore referred to, is hereby ordered and adjudged to pay unto plaintiff the sum of \$81,235.38 of principal of the said mortgage note, plus interest at the rate of 8% per year, which by June 30th, 2005 the sum will be \$25,453.79, to its total and complete payment, plus costs, charges, disbursements and attorneys' fees in the amount of \$8,600.00, in the above cause, plus all expenses and advances made by the plaintiff.

3. In default of the payment of the sums herein before specified or of any part thereof, within the next ten days from the date of entry of this judgment, the mortgaged property described in paragraph one hereof, shall be sold at public auction to the highest bidder therefore, without an appraisal or right of redemption for the payment and satisfaction of plaintiffs mortgage within the limits secured thereby.

4. US MARSHALL is hereby designated and appointed to make the sale hereinbefore mentioned but said US MARSHALL shall not proceed to carry out the said sale, nor do anything in connection therewith, until further order of

this Court and under the form and conditions to be directed by the Court.

5. The sale to be made by the US MARSHALL appointed herein shall be subject to the confirmation of this Court, and the purchaser or purchasers thereof shall be entitled to receive possession of the property sold. The minimum bid to be accepted at the first public sale in accordance with the mortgage deed referred to in this auction is \$86,000.00.

6. Any funds derived from the sale to be made in accordance with the terms of this judgment and such further orders of this Court shall be applied as follows:

a. To the payment of all proper expenses attendant upon said sale, including the expenses, outlays and compensation of the US MARSHALL appointed herein, after said compensation and expenses shall have been fixed and approved by this Court, all said expenses to be deducted from the sum of \$8,600.00, provided in the deed of mortgage for costs, charges and disbursements, expenses and attorneys' fees.

b. To the payment of all expenses and advances made by the plaintiff for an amount not to exceed \$8,600.00.

c. To the payment of that part of the indebtedness owed to plaintiff up to the amount of \$81,235.38 of principal with interest thereon from August 1, 2001 until the date of full payment at the rate of 8% per annum, plus costs, charges, disbursements, expenses and attorneys' fees due in the above cause after deduction of the expenses mentioned in the preceding subparagraph (a).

d. If after making all the above payments there shall be a surplus, said surplus shall be delivered to the Clerk of this Court, subject to further orders of the Court.

This case is now closed for statistical purposes.

SO ORDERED.

In San Juan, Puerto Rico, this 19th day of May, 2005.

S/ Jay A. Garcia-Gregory
U.S. DISTRICT JUDGE